

# QUERIES

RESPECTING

DR. WILLIAM PRESTON LAUDER,

OF

91, SLOANE STREET, CHELSEA.

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*Fraus est celare fraudem.*—MAXIM OF LAW.

My object is the Public Good, which is more promoted by exposing villany, than by emblazoning virtue.—SPECTATOR.

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HAVING published a Statement of Facts respecting Dr. Lauder's conduct and character, and deeming it quite beneath me to return any answer to the weak, contemptible, scurrilous, unconnected, and unintelligible production which has just appeared from his pen, I have merely to request the Public will do me the favour to peruse the subjoined Queries.

1. It having been proven that Dr. Lauder solicited me to allow him to join me in the purchase of Dr. Anthony Todd Thomson's practice, and that he attempted to persuade me to advance the whole of the first instalment of the premium to be paid for it, and promised that he would repay me the money, with the loan of which he wished me to accommodate him, from 5000*l.* which he alleged he had lent his brother-in-law, Colonel Dalmer, for a specified number of years, to which circumstance he ascribed his pecuniary embarrassments; I would ask, when it is known that Dr. L. never had any funds in that gentleman's hands, nor the means of paying for his share of the business, can there be any doubt that his intentions towards me must, from the beginning, have been dishonorable?

2. Whether the baseness of Dr. Lauder's designs is not rendered evident by the fact of his writing letters to my brother and me, dissuading me from joining the co-partnery, or settling in the neighbourhood; and whether it is not fully established by that of his having avowed to the family, to whom I alluded in my Statement, that he would retain the whole of the practice to himself?

3. It having been proven that Dr. L. wrote me a letter dated the 16th January, 1826, apologizing for having asked me to join him in the bill to Milne and Parry for the 700*l.* which

he borrowed from them, to enable him to pay part of his share of the premium for the practice ; that on the 30th of the same month he wrote me another letter, stating that he had borrowed 500*l.* from Dr. Thomson\*, had paid 400*l.* of it in extinction of part of the debt to Milne and Parry, and had retained the remaining 100*l.* for his *own* private use ; and that, notwithstanding these two letters, he wrote me on the 22nd of the following May, declaring that the debt to Milne and Parry, and that to Dr. Thomson, were both my debts, that he owed neither of the parties any thing, and complaining (although he had at the time, by falsely representing that he had agreed with Dr. Thomson that he should pay himself before any dividend was made from the profits of the practice, contrived, besides his own share of those profits, to possess himself also of mine) he was put to great inconvenience from his dividends being locked up, for the payment of what he had the impudence to term my debt to Dr. Thomson ; I presume no one will say that, in believing Dr. Lauder worthy of the confidence which I reposed in him, I must have been grossly deceived in his character, nor assert that he could have acted more basely than he did ?

4. Whether the nature of Dr. Lauder's designs is not further demonstrated, by his declaring that I had behaved so very ill to him, in refusing to take his debts on myself, that it was absolutely necessary the copartnery should be dissolved ; by his insisting that I should allow him the use of my money, without security ; and by his infamous proposal to have the deed of dissolution of the co-partnery drawn out in such a way as to make it appear it were actually continued, for the alleged purpose of imposing on my relations ?

5. Whether it is not clearly proven that Dr. L.'s object in making that most insulting proposal to me, was to make me, after I had ceased to be a partner in the business, still continue liable for the 1000*l.* to Dr. Thomson, and to oblige me to pay it : Firstly, by his immediately after I had rejected his proposal, insisting that I must pay that money before he would permit me to withdraw from the co-partnery, or make any arrangement with me ; Secondly, by the fact of his never having had the means of paying it ; and, lastly, by the many disgraceful attempts he afterwards made to oblige me to advance it ?

6. Whether Dr. L.'s refusal to fulfil his offer of the 4th June, 1827, by granting a sufficient bill for my money, and relieving me of the obligation to Dr. Thomson, and his attempts to oblige me to take his personal note, when he knew well it was of no more value than a piece of blank paper, do not discover a clear design to deprive me of my property ; whether the circumstance of his still persisting, after the arbiters had given a decree on that offer, that I should take his personal bill, and dispense with

\* This £500 is still due to Dr. Thomson.

being released from the above mentioned obligation, docs not shew a firm determination to accomplish his purpose ; and whether, it being clear Dr. L. had, from the beginning, resolved to retain the whole practice to himself, and knew well he had not the means of re-paying me the money which I had advanced, he would not, if he had had the feelings of a man, have become bankrupt at least two years ago, and have then put an end to the co-partnery ; in place of trying to impose on me by getting me to take his personal bill for my money, attempting to dispossess me of an additional 1000*l*., keeping me so long unemployed, and seeking, for the purpose of concealing his own guilt, to ruin my character, by propagating the most false and calumnious reports respecting me?

7. Whether it was not most disgraceful in Dr. Lauder, knowing he was quite insolvent, and intending to become bankrupt, to attempt to persuade a friend to become a sleeping partner in his business, and advance a large sum of money ; whether it was not very lucky that I knew too much of Dr. L.'s character ever to think of availing myself of his offer of permitting me to sell my share of the business ; and whether, if I had sold it to any one, he would not now have had cause to say I had swindled him out of his money?

8. Whether Dr. L.'s attempt to conceal that I not only asked him to fulfil the decree of the arbitrators, by giving me a sufficient bill for my money, but offered to sacrifice part of it if he would give me such a bill ; and by the mis-quoting my letter to the arbiters of the 29th of October, 1827, to make it be believed I would not agree to a dissolution of the co-partnery, is not beneath contempt?

9. Whether any thing could better prove the fraudulent nature of Dr. Lauder's designs, than his taking advantage of the circumstance of his friend, Dr. Moncrief, having refused to act as an arbiter, to renew his most disgraceful demand that I should pay an additional 1000*l*. to Dr. Thomson before he would permit me to withdraw from the co-partnery ; and whether it is not clear that it was with the intention of dispossessing me of that money, before his bankruptcy, that he first employed Peacock to bully me ; but finding I despised that worthy's threats, he then, for the purpose of obliging me to make an offer to Dr. Thomson for settlement of his claim, and thereby enabling him to proceed against me, sent Dr. Jobson to say, that if I did not in two days make some proposals to that gentleman, he would get himself made bankrupt, and thereby deprive me of my share of the business ; and when I sent such a proposal to Dr. Thomson, made him threaten me with imprisonment if I did not immediately pay the 1000*l*.?

10. Whether the Proposals which were sent to me in Paris by Dr. Thomson's Solicitors, viz. that the co-partnery should be



dissolved; that I should, just three weeks before Dr. Lauder's name appeared in the Gazette, take his personal notes for the money which I had advanced, and that which was due me from the practice, and his personal bond that I should not be made liable for the expenses of the business, were not clearly submitted to me, for the purpose of depriving me of all the money due me, and saddling me with the whole of these expenses; and whether such proposals did not disgrace every one concerned in drawing them up, except Dr. Lauder, whom nothing could disgrace?

11. Whether it is not clearly proven, by the letters which I have quoted at page 22 of my Statement of Facts, dated the 22d and 28th of November, 1827, that Dr. Lauder refused to allow me to examine the books of the firm, see the discharged bills for expenses incurred, or, in fact, any of the privileges of a partner, till I had paid the additional 1000*l.* to Dr. Thomson; and whether his attempt to refute this charge against him, by quoting a certificate which he had procured from Dr. Jobson, that the said books had been submitted to my inspection during the preceding April, is not a most clumsy trick?

12. Whether there can be any doubt that it was for the purpose of concealing from me, that he had made out the accounts in his own name, appropriated the whole of the proceeds of the business (my share, as well as what ought to have been applied to payment of expenses,\*) to his own private use; and made over 400*l.* of the property of the co-partnery, in part payment of a debt of 800*l.* to Dr. Thomson; that Dr. Lauder refused to allow me to examine the books, or any of the privileges of a partner; and, whether his character is not further exposed by his rejecting my offer of the 8th of January last, of settling with Dr. Thomson, if he would come under an obligation to keep the books at all times open for my inspection; and by his declining to receive any farther communications respecting the co-partnery till I had paid the additional 1000*l.*?

13. Whether the fact of Dr. Lauder's rejecting my offer of the 8th of January last, of paying Dr. Thomson the additional 1000*l.* if Dr. L. would either find security for introducing me to the practice, or get any man of character who would say he could do it in a proper manner, does not prove, beyond the reach of doubt, that he never meant to perform that duty to me, and that his letters, containing declarations of his being ready, able, &c. to do it, if I would pay the 1000*l.* were written for the purpose of deceiving me, and endeavouring to accomplish his purpose of depriving me of that money; and whether his

\* Far from having paid any part of the expenses of conducting the business from the time Dr. Thomson left the co-partnery, Dr. L. applied money which he got to pay some bills which had been contracted before then, to his own private use. This I have from Dr. T.

*own letter*, which he has quoted to prove, that in a letter, dated 5th December, 1827, I acknowledged his being willing to introduce me, does more than establish, that Dr. L. in his epistle, as usual with him, stated what he knew was quite untrue, and that my letter contained no such expression as he alleged?

14. Whether Dr. Lauder, in refusing, by the advice of his worthy friend Peacock to pay over my dividends to Dr. Thomson, and applying them to his own use, did not act most dishonourably both towards that gentleman and me; and whether his guilt is not aggravated by the circumstance of his being due Dr. T. 800*l.* which he never meant to pay him?

15. Whether it is not clear, as Dr. L. only gave Dr. Jobson 65*l.* 16*s.* 0 $\frac{3}{4}$ *d.* as my dividends from the practice, from April, 1827, to April, 1828, during which period he told Dr. Thomson he received a clear profit of 1,200*l.*, that in stating he had paid a fifth part of the money due me, to Dr. Jobson, I gave him credit for having acted more honourably than he really did; and whether the Statement which Dr. L. has himself published, in which he acknowledges having applied 296*l.* of my money to his own use, does not itself completely refute his assertion, that he paid more than a fifth of my dividends to Dr. Jobson?

16. Whether the circumstance of Dr. Lauder's having lost two-thirds of his practice during the first six months after Dr. Thomson left him, and since almost the whole of the remaining third, is not entirely to be attributed to his ignorance, misconduct, or moral character; and whether it is not what he might have anticipated?

17. Whether I have not stated that Dr. Lauder was a Reader of Lectures in Edinburgh, not a Lecturer, as he asserts; and whether, knowing he only servilely read a set of Lectures which he had purchased from Dr. Murdoch, now of Van Dieman's Land, I could, consistently with truth, have styled him a Lecturer?

18. Whether any man of the most limited education would, after reading Dr. L.'s most *elegant* and *erudite* Pamphlets, believe him capable of writing a Lecture on any subject, or after half an hour's conversation with him, not discover how miserably deficient he is?

19. Whether, as Dr. Lauder's pecuniary affairs were embarrassed when he came to London, as he never had any funds in his brother-in-law's hands, nor any where else, and as he has been living ever since he came to town at the expense of his tradesmen, and has applied all the money he could get by any means from the practice, to the payment of his share of the premium\* and his own private use, it is not clear his creditors

\* Dr. L. has, in fact, only paid 1,200*l.* of the premium, and is still due Dr. Thomson, 800*l.*; I need scarce say, he drew more than the whole of his share of the profits of the business before he became bankrupt.



never will get a dividend from his estate ; the whole of the property belonging to it being little more than sufficient to pay the expenses of the commission of bankruptcy ; and whether, after dispossessing me of 1000*l.* and applying (in spite of my entreaties that the money should be paid to Dr. Thomson,) half as much more of my funds to his own use, Dr. L.'s assertion that I am his debtor, does not discover most consummate impudence, and is not a barefaced attempt to impose on his creditors.

20. Whether, if Dr. L.'s affairs would have born inspection, or if he had not been aware that he had acted in such a way as would prevent him from ever getting his discharge by fair means, he would have got his examination before the Commissioners of Bankrupts smuggled through in a *clandestine manner*, so as to prevent the majority of his creditors from proving on his estate ; putting any questions to him respecting the causes of his bankruptcy ; knowing any thing of the amount of his debts ; or, in fact, having it in their power to withhold his certificate ?

21. Whether Dr. L.'s assertion that his creditors would have no reason to complain of him, is not a very despicable attempt to deceive them ; and whether his having stated to his friends that he would " snap his fingers " at his creditors as soon as he got his certificate, does not clearly shew he never meant to act more honourably towards them than he has done to me, and that his promises are just as valuable as his personal bills ?

22. Whether the circumstance of a gentleman (a relation of Dr. Lauder's, who acknowledges he was deceived by the garbled extracts which Dr. L. read from letters, and the stories which he told, and actually believed he had been ill used,) having declared, after reading the correspondence which has passed between Dr. L. and me directly, and through Dr. Jobson, that he was quite ashamed of Dr. L. and advised me to adopt proceedings against him, for the purpose of at least exposing and punishing him, does not prove that I have acted with a far greater forbearance towards him than he deserved ?

ROBERT CARNEGIE.

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*Queries submitted by Dr. Carnegie to Dr. Jobson,  
with his Answers.*

*Q.* Have I been permitted to examine the books of the Firm of Lauder and Carnegie, since May, 1827, when the last 1000*l.* to Dr. Thomson became due ; or has any statement of the re-

ceipts from, and expenditure of the business, been sent to me since that time?

*A.* Not through me, nor with my knowledge. The books were never in my possession, except in April, 1827.

*Q. 2.* Whether you ever examined the books of the firm for me, and whether they were not submitted to you by Dr. Lauder, that you might certify a statement which he had made out for the use of the arbiters, to be correct?

*A.* At the request of Dr. Lauder I examined the books of the firm, on 28th July, 1827, expressly for ascertaining the correctness of documents made out by Dr. Lauder for the use of the arbiters, to whom my certificates were forwarded. I never examined the books for you.

*Q. 3.* Whether Dr. Lauder did not, in November, 1827, as mentioned in my Statement of Facts, and as proven by two letters from him, therein quoted, dated 22nd and 28th of that month, positively refuse to permit me to examine the books of the firm, or the discharged bills for expenses, or, in fact, to allow me any of the privileges of a partner; whether I did not at the time inform you I had been advised by a highly respectable solicitor to go to Dr. Lauder's house, and if he refused me admittance into the surgery, for the purpose of examining the books, to have the door of it broken open; and whether you did not dissuade me from having recourse to such a measure, as it would injure the practice?

*A.* Dr. Lauder's letters will speak for themselves. To the best of my recollection the conversation mentioned did occur.

*Q. 4.* Whether I did not authorize you to write a letter to Dr. Lauder on the 8th of last January, offering to settle with Dr. Thomson, if Dr. Lauder would enter into a bond, binding himself to keep the books of the firm at all times open for my inspection; and whether he did not reject that offer, and refuse to receive any farther communications respecting the co-partnery until I had paid the additional 1000*l.* to Dr. Thomson?

*A.* I furnished you with a copy of the letter I wrote at your desire to Dr. Lauder, and it and the answer will prove the correctness of what you have stated.

*Q. 5.* Whether you can say you received the whole of my dividends from Dr. Lauder, or that you got more than a fifth part of them?

*A.* I can certify nothing but the sums I received.

*Q. 6.* Whether you ever did, since April, 1827, except in October of that year, as mentioned in my Statement of Facts, offer me any part of the money due me which had been placed in your hands, and whether I did not decline receiving it for reasons therein specified?

*A.* I offered you the first sum as mentioned, which you declined to accept, for the reasons assigned. The money was

afterwards to be retained by me, in trust, until you had settled with Dr. Thomson.

*Q. 7.* Whether you did not, when you received the money from Dr. Lauder to pay his share of his life insurance, inform me you had got it, but that you were desired by Dr. Lauder not to give it to me until I had paid the 1000*l.* still due to Dr. Thomson; and whether you did not soon afterwards say that Dr. L. had taken the whole of it from you?

*A.* Certainly. The money was to be paid to you only after you had settled with Dr. Thomson. The money was returned to Dr. Lauder.

*Q. 8th.* Did I ever accuse the arbiters of being bribed by Dr. Lauder?

*A.* You never accused the arbiters of being bribed.

JOHN JOBSON.

29th Oct. 1828.